

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

ALLSTATE INSURANCE COMPANY;
ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY; ALLSTATE
PROPERTY AND CASUALTY
INSURANCE COMPANY; ESURANCE
INSURANCE COMPANY; and
ESURANCE PROPERTY AND
CASUALTY INSURANCE COMPANY,

Plaintiffs,

v.

KINETIX REHAB SERVICES INC.;
LEVEL 1 PHYSICAL THERAPY &
REHAB LLC; LEVEL 1 HEALTH
SYSTEMS, LLC; LEVEL 1 HEALTH
SYSTEMS OF MICHIGAN, LLC;
MICHIGAN FIRST REHAB, LLC;
GREENFIELD AND 9 MILE
MEDICAL CENTER PLLC; SELECT
MEDICAL GROUP OF MICHIGAN
PLLC; NORTHLAND HEALTHCARE
SERVICES PLLC; NORTHLAND
CHIROPRACTIC CENTRE P.C.;
MOBILE MRI STAFFING, LLC;
MOTION TRANSPORTATION INC.;
DEHKO INVESTMENT, INC.;
SOMERSET AUTO BODY OF MI,
INC.; LINCOLN INTERNATIONAL
LLC / 1-800-PAIN-800; NORMAN
DEHKO; SABAH DEHKO; JORDAN
DEHKO; ZAHIR SHAH, P.T.; NAJM-
UL HASSAN; and GEOFFREY
SAGALA, D.C.,

Defendants.

Case No. 2:20-cv-12783

Hon. Bernard A. Friedman

STIPULATION OF
DISMISSAL WITH
PREJUDICE AS TO
DEFENDANT MOBILE MRI
STAFFING, LLC ONLY

**STIPULATION OF DISMISSAL WITH PREJUDICE AS TO
DEFENDANT MOBILE MRI STAFFING, LLC ONLY**

Pursuant to Fed. R. Civ. P. 41(a)(1), it is hereby stipulated and agreed by and between plaintiffs Allstate Insurance Company, Allstate Fire and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Esurance Insurance Company, and Esurance Property and Casualty Insurance Company (collectively, “Allstate”) and defendant Mobile MRI Staffing, LLC d/b/a Metro MRI Center (“Metro MRI”) only, by and through their undersigned counsel, that Allstate’s Complaint (*ECF No. 1*) be dismissed with prejudice as to Metro MRI without costs or fees of any kind to any party. It is also hereby agreed by the parties that this Court shall retain jurisdiction to enforce the terms of settlement reached between the parties.

[SIGNATURE PAGE FOLLOWS]

STIPULATED AND AGREED TO THIS 14th DAY OF DECEMBER, 2020:

<i>Allstate Insurance Company, Allstate Fire and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Esurance Insurance Company, and Esurance Property and Casualty Insurance Company</i>	<i>Mobile MRI Staffing, LLC d/b/a Metro MRI Center</i>
By their Attorneys,	By its Attorneys,
<i>/s/ Jacquelyn A. McEttrick</i>	<i>/s/ Peter W. Joelson</i>
<hr/> Richard D. King, Jr. Nathan A. Tilden (P76969) Jacquelyn A. McEttrick Andrew H. DeNinno SMITH & BRINK 38777 Six Mile Road, Suite 314 Livonia, MI 48152 350 Granite St., Suite 2204 Braintree, MA 02184 (617) 770-2214	<hr/> Peter W. Joelson (P51468) JOELSON, ROSENBERG, PLC 30665 Northwestern Highway Suite 200 Farmington Hills, MI 48334 248-626-9966

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STIPULATED ORDER
OF DISMISSAL WITH
PREJUDICE AS TO
DEFENDANT MOBILE MRI
STAFFING, LLC ONLY

**STIPULATED ORDER OF DISMISSAL WITH PREJUDICE AS TO
DEFENDANT MOBILE MRI STAFFING, LLC ONLY**

This matter having come before the Court upon stipulation of the parties, and the Court being otherwise fully advised in the premises:

IT IS HEREBY ORDERED that plaintiffs' causes of action against defendant Mobile MRI Staffing, LLC d/b/a Metro MRI Center only are hereby dismissed with prejudice and without costs to any party. The Court shall retain jurisdiction over this matter only to enforce the terms of settlement reached between these parties.

IT IS SO ORDERED.

Dated: December 15, 2020
Detroit, Michigan

s/Bernard A. Friedman
Bernard A. Friedman
Senior United States District Judge